

SECRET

EAR-0850-65
Copy 1 of 3

22^{NOV}₁₉₆₅


MEMORANDUM FOR: Chief, Budget and Finance, OSA

SUBJECT: Contract No. FM-450 with Mark Systems, Inc.
Recommendation to close out.

1. This is to advise that Contract No. FM-450, a CPFF Contract has been completed, and the In-Flight Processing Magazine procured thereunder has been accepted by the Government. For your action in closing out subject contract there is attached hereto the following:

- A. Letter from Contractor, dated 4 November 1965.
- B. Contractor's Assignment of Refunds, Rebates, Credits, and other Amounts.
- C. Copy of Confirmatory License Agreement (Original will be retained in this office under "Patents" file for further patent action).
- D. Report of Inventions and Subcontracts.
- E. Contractor's Release.
- F. Final Invoice.
- G. Final Audit Report.

2. It is trusted that the above information will suffice the closing out of your records, and when such is accepted, that this office be advised in order that our files may be sent to Archives.


Chief, Contracts Division, OSA

25X1

CD/OSA/DDS&T/:nr (22 Nov 65)

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DIST: 1 - C/BFB/OSA
2 - CD/OSA - FM-450
3 - RB/OSA

SECRET

4 November 1964

RE: Contract No. FM-450

Dear Frank:

The purpose of this letter is to close out the few administrative details of the referenced contract. As you know, our effort has been completed, all invoices have been paid, and the contract has been audited by your representative.

Your representative has requested we forward this letter outlining the action (if any) we have taken concerning the items specified below.

- a. Royalties. Mark Systems certifies that royalties have not been paid and are not to be paid in connection with the performance of the above identified contract.
- b. Assignment of Rebates and Credits. SMHO Form 126 has been completed and is attached.
- c. Report of Inventions and Subcontracts. DD Form 882 and a confirmatory license has been completed and is attached.
- d. Residual Inventory. Mark Systems, Inc., certifies that there was no residual inventory in connection with the performance of the above identified interest.
- e. Contractors Release. Complete and attached.
- f. Final Invoice. Attached.

If there are any other administrative details we should complete to allow you to close out this contract please advise us accordingly and we will assist you in any manner possible.

Very truly yours,

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LKM: jc

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Contract Number FM-450

Pursuant to the terms of Contract No. FM-450 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, ~~the~~

MARK SYSTEMS, INC., 2999 San Ysidro Way, Santa Clara, California
(Contractor's Name & Address)

(hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA, (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued to which may hereafter accrue thereunder, (except those for refunds, rebates, or credits for taxes paid to the State of California or any political subdivision thereof).

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the (Contracting Officer) checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

4. In the event the contractor obtains or receives any refund, rebate, or credit for taxes paid to the State of California or any political subdivision thereof, in connection with the performance of this contract, and for which the contractor is paid or reimbursed by the Government, the contractor agrees to pay over to the Government an amount equal to such refund or credit (including interest paid or credited to the contractor incident to such refund or credit to the extent such interest was earned after the contractor was paid or reimbursed by the Government for such taxes). In the event the contractor receives any benefit in lieu of or in addition to such refund, rebate, or credit, the contractor agrees to pay over to the Government an amount equal to such benefit.

IN WITNESS WHEREOF, this assignment has been executed this 4th day of November 19 64

MARK SYSTEMS, INC.
Contractor

~~WITNESSES~~
~~XXXXXX~~

B

TITLE Contracts Administrator

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(NOTE: In the case of a corporation, witnesses are not required, but the certificate on the reverse hereof must be completed.)

CONFIRMATORY LICENSE

In consideration of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned,

MARK SYSTEMS, INC.

hereinafter called the Licensor, does hereby grant to the Government of the United States of America, hereinafter called the Government, a non-exclusive, irrevocable, non-transferable, royalty-free license to practice, and cause to be practiced for the Government, throughout the world, in the manufacture, use, and disposition according to law, of any article or material, and in the use of any method, the invention disclosed in the following:

Application by
 employees of MARKS SYSTEMS, INC.;
Serial No: 397,590;
Filing Date: September 18, 1964
For: Film Processing Magazine

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It is further understood and agreed that the acceptance of this license or any of the terms hereof does not preclude the Government from asserting rights commensurate with the provisions of any agreement between the Government and the Licensor or any other rights of the Government with respect to said invention.

Signed this 4TH day of NOVEMBER

19 64

MARK SYSTEMS, INC.

(Licensor)

By

Treasurer

(Business Address)

MARK SYSTEMS, INC.
2999 San Ysidro Way,
Santa Clara, California

(seal)
ATTEST

Accepted for the benefit of the Government this _____ day of _____
19____

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REPORT OF INVENTIONS AND SUBCONTRACTS (Pursuant to "Patent Rights" Contract Clause)				Form Approved Budget Bureau No. 22-R160		
INSTRUCTIONS TO CONTRACTOR						
<p>This form may be used for INTERIM and FINAL reports, and when used shall be completed and forwarded to the Contracting Officer in triplicate.</p> <p>An INTERIM report shall be submitted at least every twelve months, commencing with the date of the contract, and should include only those inventions and subcontracts for which complete information has not previously been reported.</p>			<p>A FINAL report shall be submitted as soon as practicable after the work under the contract is complete and shall include (a) a summary of all inventions required by the contract to be reported, including all inventions previously reported and any inventions since the last INTERIM report; and (b) any required information for subcontracts which has not previously been reported.</p>			
1. NAME AND ADDRESS OF CONTRACTOR			2. CONTRACT NUMBER			
MARK SYSTEMS, INC. 2999 San Ysidro Way Santa Clara, California			FM-450			
			3. TYPE OF REPORT (check one)			
			<input type="checkbox"/> a. INTERIM <input checked="" type="checkbox"/> b. FINAL			
SECTION I - INVENTIONS ("Subject Inventions" required to be reported by the "Patent Rights" clause)						
4. INVENTION DATA (check one)						
<input type="checkbox"/> a. THERE WERE NO INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE						
<input type="checkbox"/> b. LISTED BELOW ARE INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE. ANY INVENTION DISCLOSURES WHICH HAVE NOT BEEN PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICER ARE ATTACHED TO THIS REPORT.						
(i) NAME OF INVENTOR	(ii) TITLE OF INVENTION	(iii) PATENT APPLICATION SERIAL NUMBER AND CONTRACTOR'S DOCKET NO.	(iv) CONTRACTOR HAS FILED OR WILL FILE U.S. PATENT APPLICATION		(v) CONFIRMATORY LICENSE OR ASSIGNMENT HAS BEEN FORWARDED TO CONTRACTING OFFICER	
			YES	NO	YES	NO
Employees of MARK SYSTEMS, INC.	& Film Processing Magazine	397,590	X			X
SECTION II - SUBCONTRACTS (Containing a "Patent Rights" clause)						
5. LISTED BELOW IS INFORMATION REQUIRED BUT NOT PREVIOUSLY REPORTED FOR SUBCONTRACTS. (If not applicable, write "None".)						
(i) NAME AND ADDRESS OF SUBCONTRACTOR	(ii) SUBCONTRACT NUMBER	(iii) DATE CLAUSE FURNISHED TO CONTRACTING OFFICER	(iv) DATE SUBCONTRACT COMPLETED			
SECTION III - CERTIFICATE						
CONTRACTOR CERTIFIES THAT THIS REPORT OF INVENTIONS AND SUBCONTRACTS INCLUDING ANY ATTACHMENTS, IS CORRECT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE AND BELIEF.						
DATE		or Type) SIGNATURE				
11-4-64		s Administrator				

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CONTRACTOR'S RELEASE

Contract No. FM-450

Pursuant to the terms of Contract No. FM-450 and in consideration of the sum of Thirty Seven Thousand Nine Hundred Ninty Nine and 80/100 dollars (\$**37,999.80*****) which has been or is to be paid under the said contract to MARK SYSTEMS, INC., 2999 San Ysidro Way, Santa Clara, Calif. (Contractor's name and address)

(hereinafter call the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

None

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 4th day of November 19 64.
MARK SYSTEMS, INC.
By [Signature] STAT
Contracts Administrator

WITNESSES

BY _____
TITLE _____

(NOTE: In the case of a corporation witnesses are not required, but the certificate below must be completed.)

CERTIFICATE
I, [Signature], certify that I am the Treasurer STAT
(official title)
of the corporation named as Contractor in the foregoing release; that [Signature] STAT
who signed said release on behalf of the Contractor was then Contracts Administrator
(official title)
of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.
STAT

MARK SYSTEMS, INC.
2999 San Ysidro Way
Santa Clara, California
Telephone 245-5000
Area Code 408

Invoice No.

10-004
Shipment No.

Part / Final
X

Date ~~October 30, 196~~

SOLD TO

SHIP TO

Terms	F.O.B. Point	Change Ord.No.	Purchase Ord.No.
Routing	Gr. Wt.	B/L No.	Contract No. FM-450

IF ROUTING AND CASE NUMBERS ARE NOT SHOWN REFER TO ATTACHED B/L OR EXPRESS RECEIPT

7501

Item	Qty. Ord.	Description	Qty. Shpd.	B/O	Unit Price	Amount
		<u>FINAL INVOICE</u>				
		For services performed by Mark Systems as authorized by contract:				
		Total amount billed:			37,999.80	
		Less amount paid			(37,999.80)	
		Total amount due			-0-	
		This is to certify that there are no outstanding costs to be paid on this contract.				
		<div style="border: 1px solid black; width: 200px; height: 40px; margin: 10px auto;"></div>				
						STAT

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS UNITED STATES AIR FORCE
WASHINGTON 25, D.C.



OSA-1400-64
#1247

REPLY TO
ATTN OF:

SUBJECT:

TO:

REPLY TO:
Auditor General Representative (APL)
P. O. Box 8155
S. W. Station
Washington, D. C.

13 March 1964

SUBJECT: Report on Final Audit of CPFF Prime Contract FM-450
Mark Systems, Inc., Santa Clara, California

TO : Contracting Officer

1. This is the final audit report under the subject CPFF contract for which the performance period commenced 6 May 1963 and ended 25 October 1963. The Contractor was authorized to design, fabricate and field test an experimental KA-45 (camera) in-flight processing magazine and web preparation tank. Funds allotted to the program amounted to \$38,000. The contractor submitted a claim for costs of \$35,185 and fee of \$2,814.80 for a total of \$37,999.80. It should be noted that although the contract provided for a 15% fee holdback, the contractor billed, and was reimbursed, the fee in full prior to final audit.

2. A summary of incurred costs are detailed in Exhibit A and the results of audit are as follows:

Total costs claimed and approved	\$35,185.00
Fixed Fee	2,814.80
Total Approved	<u>\$37,999.80</u>

Allowable costs were determined in accordance with Part 2, Section XV, Armed Services Procurement Regulations and other terms of the contract.

3. There are no known potential credits or refunds. There are no unclaimed deposits or unrepresented checks outstanding. There are no known scrap or other credits due with respect to property either acquired or furnished by the Government under the contract.

4. The Contractor had indicated there is no residue material, that all purchased materials became an end item and delivered to the customer and that no government property remained on hand under this contract.

SIGNED

[Redacted Signature]

Auditor General Representative (APL)

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